



**DeKalb County Department of Purchasing and Contracting  
Office of the Director**

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**February 12, 2015**

**REQUEST FOR PROPOSAL (RFP) No. 15-500339**

**FOR**

**FACILITIES ASSESSMENT AND MASTER PLANNING SERVICES**

**DEKALB COUNTY, GEORGIA**

DeKalb County Government (the County) is seeking qualified, experienced, and established firms (Responders) to submit proposals for professional architectural & engineering services contract for a facilities assessment and master planning project for the County.

**I. INTRODUCTION**

- A. The County, which is Georgia's third largest county, owns and/or leases approximately two hundred (200)\* buildings, excluding the jail facility and airport buildings. Additionally, the County is the custodian of parcels of property that are to be considered in this project or may be deemed surplus.
- B. The successful Responder (hereinafter referred to as "Contractor") will have specialized knowledge and expertise regarding large-scale analyses and management of large businesses, county government, and/or state government facilities. The Contractor shall provide facilities assessment and facilities master planning services to the County.
- C. Refer to Attachment A, *Required Documents Checklist*, for a list of attachments which **must** be completed and returned with Responder's technical proposal.
- D. The services shall commence within ten (10) calendar days after the full execution of the contract and shall be completed within one hundred eighty (180) days.
- E. The County reserves the right to make one (1) award or multiple awards.

**II. STATEMENT OF WORK**

- A. **Services.** The Contractor shall provide the following services:
  - 1. Facilities Assessment Services – including, but not limited to:
    - a. Facility condition assessments and condition overviews of all County facilities, excluding the libraries.
    - b. Study of ongoing operations and maintenance costs and how to reduce those costs.

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\* Facility count reflects data collected during a 2013 Long Range Facilities Strategic Planning Committee

2. Facilities Master Planning Services– Master Plan shall include, but is not limited to:
  - a. Space utilization plan.
  - b. Space ownership and leasing plan.
  - c. Facility identification & prioritization plan.
  - d. Building consolidation and an overall space reduction plan.

**B. Project Scope and Requirements.** Contractor shall:

1. Have full-time staff representation in the Metro Atlanta area dedicated to servicing this project.
2. Analyze County's existing owned and leased real estate portfolio and recommend short term and long term plans for more efficient facility operation.
3. Increase County space utilization efficiency and effectiveness through co-location and other improvements to inter-agency and intra-agency occupancy.
4. Consider and analyze various County-owned facilities based on real estate value (dollars per square foot) and make recommendation(s) for space consolidation.
5. Study the functions operated out of all County facilities within the City of Decatur limits and determine the need for those functions to remain within the incorporated City of Decatur limits. Additional consideration shall be given regarding the intent by the County to consolidate County functions around and within the Camp Circle area located at the intersection of Memorial Drive and Interstate 285 in the County.
6. Identify and prioritize short and long term needs of all County-wide real capital and maintenance. Include a review of the expected performance of the various structures in order to develop both short and long term maintenance programs, renovation, and replacement costs.
7. Provide facility condition assessments which will involve roof membranes, conditioned air and ventilation systems (HVAC), electrical, plumbing, and concrete condition surveys for parking garages and driveways.
8. Assist County in the selection of a best suited site for new County Government Center within the Camp Circle area to incorporate within the surrounding residential and commercial areas (current and future).
9. Identify new location for the County Fleet Division and Roads & Drainage Division to better utilize the Camp Circle area.
10. Contractor is required to hold all necessary professional licenses as may be required for specific services outlined herein. Contractor must maintain licensure during the term of the resulting contract and shall notify the County of any changes in licensure.
11. Note that County libraries are not part of this project.

**C. Deliverables.** The County shall receive the following deliverables:

1. Digital rendering of existing facilities and architectural renderings of proposed facilities included in the Master Plan. All maps and drawings shall be provided electronically, in the latest version GIS and AutoCAD formats.
2. Budgetary construction estimate for all proposed facilities, tenant occupancy load, identification of Departments, Divisions, and County functions that will operate from each new and existing building.
3. Master Plan development project schedule with anticipated milestone accomplishments utilizing Microsoft Project scheduling, provided in electronic format.

4. Master Plan which includes current and future facility needs based upon anticipated growth and potential annexations and new cities.
5. Estimated cost to provide continuous operations and maintenance to all facilities included in the Master Plan.
  - a. Reports to show the rationale behind any recommended moves and new locations, including the raw data collected during the assessments.

### III. PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

#### A. TECHNICAL PROPOSAL (NOTE: DO NOT INCLUDE ANY COSTS OF ANY KIND IN THIS SECTION.)

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the Responder's name and "Request for Proposals No. 15-500339 for Facilities Assessment and Master Planning Services" on the outside of each envelope or box.
2. Responder will have Attachments A and B, *Required Documents Checklist* and *Proposal Cover Sheet*, respectively, as pages one and two of the technical proposal.
3. Organizational Qualifications & Experience:
  - a. Describe Responder's experience of conducting similar reviews, capabilities and other qualifications for this project.
  - b. Describe Responder's knowledge of Federal and State regulations, as well as the DeKalb County Organizational Act and County Ordinances.
  - c. State how many years the Responder has operated under current company name.
  - d. State whether the Responder has ever been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
  - e. State whether the Responder has full time staff representation in the Metro Atlanta area dedicated to servicing this project.
  - f. Provide a financial statement for the last three (3) years.
  - g. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment C.
  - h. Responder shall identify all proposed subcontractors that will be performing work under the proposed contract, using the *Subcontractor Information Form* attached hereto as Attachment D.
  - i. Provide 3 references for each proposed subcontractor (LSBE and non-LSBE) for the type of work the subcontractor will be performing under the proposed subcontract using the *Reference and Release Form (Subcontractor)* attached hereto as Attachment E.
  - j. Provide proof if Responder is a DeKalb County firm.
  - k. Identify the individuals who will be part of the project team.
  - l. Provide detailed resumes of team members and subcontractors who will be directly working on the project.
  - m. Identify and describe the qualifications of any outside personnel, such as subcontractors, who will be performing services under the proposed contract.

4. Technical Process and Project Approach:

- a. Describe the procedures and methods that will achieve the required outcome of the project as specified herein.
- b. Include a listing of the County's responsibilities and the Responder's responsibilities required to complete the project.
- c. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.

**B. Local Small Business Enterprise Ordinance**

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). See Attachment F of this RFP. The County's *Schedule of Local Small Business Enterprise Participation, Minority Business Enterprise and Women Business Enterprise Opportunity Tracking Form* (Exhibit A) and *Letter of Intent to Perform as a Subcontractor or Provide Materials or Services* (Exhibit B) are included in the RFP, along with sample report forms (Exhibit C). The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing>.
2. For details relative to DeKalb County's Local Small Business Enterprise Ordinance, contact the Contract Compliance Division at [contract@dekalbcountyga.gov](mailto:contract@dekalbcountyga.gov) or 404-371-4795.
3. The *Schedule of Local Small Business Enterprise Participation, Minority Business Enterprise and Women Business Enterprise Opportunity Tracking Form* (Exhibit A) and *Letter of Intent to Perform as a Subcontractor or Provide Materials or Services* (Exhibit B) shall be completed and submitted with responder's proposal.

**C. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance**

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment G, be completed and submitted with responder's proposal. Successful responder(s) shall be required to register and participate in the federal work authorization program which is a part of Attachment I, *Sample County Contract*.

**D. Ethics Rules**

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything

else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.

#### **F. Cost Proposal**

1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposal No. 15-500339 for Facilities Assessment and Master Planning Services" on the outside of the envelope.
2. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope will result in Responder's proposal being deemed non-responsive.
3. Responders are required to submit their costs on an unaltered copy of Attachment H, *Cost Proposal Form*.

#### **IV. CRITERIA FOR EVALUATION**

The following evaluation criteria will be used, as the basis for the evaluation of proposals.

- A. Organizational Qualifications and Experience – 45 points
- B. Technical Process and Project Approach - 35 points
- C. Cost – 20 points
- D. Local Small Business Enterprise Participation (5 points LSBE/MSA, 10 points LSBE/DeKalb).
- E. Optional Interviews for Shortlisted Firms - 15 points

#### **V. CONTRACT ADMINISTRATION**

##### **A. Standard County Contract**

The attached sample contract is the County's standard contract document (see Attachment I), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposal. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

## **B. Submittal Instructions**

1. One (1) original Technical Proposal stamped “Original” and eight (8) identical copies of the Technical Proposal; and one (1) original Cost Proposal (see Section III.D. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on February 27, 2015:

DeKalb County Department of Purchasing and Contracting  
The Maloof Center, 2<sup>nd</sup> Floor  
1300 Commerce Drive  
Decatur, Georgia 30030

2. Proposals must be clearly identified on the outside of the envelope with the responder’s name and “Request for Proposals No. 15-500339 for Facilities Assessment and Master Planning Services” on the outside of the envelope(s) or box(s).
3. It is the responsibility of each Responder to ensure that his submission is received by 3:00 p.m. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responder should plan enough time to ensure that he will be able to deliver his submission prior to our deadline. Late proposals, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly.

## **C. Pre-Proposal Conference and Site Visit**

No pre-proposal conference or site visit will be held for this RFP.

## **D. Questions**

Questions must be submitted to the Department of Purchasing and Contracting in writing via email to [cghorner@dekalbcountyga.gov](mailto:cghorner@dekalbcountyga.gov), no later than close of business on February 19, 2015. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response, or be the subject of addenda.

## **E. Acknowledgment of Addenda**

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Cathryn Horner, Contract Administrator, at 404-371-6334 or [cghorner@dekalbcountyga.gov](mailto:cghorner@dekalbcountyga.gov) to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County’s website, <http://www.dekalbcountyga.gov/purchasing/pc-formal-bids-&-rfps.html>.

## **F. Proposal Duration**

Proposals submitted, in response to this RFP, must be valid for a period of one hundred

twenty (120) days from proposal submission deadline, and must be so marked.

#### **G. Expenses of Preparing Responses to this RFP**

The County accepts no responsibility for any expenses incurred, by the responders, to this RFP. Such expenses are to be borne exclusively, by the responders.

#### **H. Georgia Open Records Act**

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. Responders may wish to consult an attorney or obtain legal advice prior to making a submission.

#### **I. First Source Jobs Ordinance**

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404-687-3400. Please complete the First Source Jobs Ordinance Acknowledgement (Attachment J) and include it with your Technical Proposal.

#### **J. Preferred Employees**

Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor force consisting of Preferred Entry Level Employees selected from the First Source Registry and trained by a U.S. Department of Labor registered apprenticeship program. Responder shall complete the *Preferred Employee Tracking Form* attached to this RFP as Attachment K. For information on Preferred Employees, please contact DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171.

#### **K. Business License**

Responders are requested to submit with their proposal, a copy of their valid company business license. If the Responder is a Georgia corporation, Responder is requested to submit a valid county or city business license. If the Responder is not a Georgia

corporation, Responder is requested to submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If Responder holds a professional certification which is licensed by the state of Georgia, then Responder is requested to submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the Responder for the duration of the contract.

## **I. AWARD OF CONTRACT**

- A. An evaluation committee will review and rate all proposals based on the criteria provided in Section III, Proposal Format, and Section IV, Evaluation Criteria.
- B. After all rating is completed, the committee will send its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision, as to award of contract.
- C. After the award of the contract, Information Technology will appoint a contract manager to handle all issues pertaining to the awarded contract, including but not limited to, payment and invoice issues.

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.**

Sincerely,



Cathryn Horner, CPPB

Procurement Agent Senior

Department of Purchasing and Contracting

- Attachment A: Required Documents Checklist
- Attachment B: Proposal Cover Sheet
- Attachment C: Reference and Release Form (Responder)
- Attachment D: Subcontractor Information Form
- Attachment E: Reference and Release Form (Subcontractor)
- Attachment F: LSBE/MBE/WBE Opportunity Tracking Form
- Attachment G: Responder Affidavit
- Attachment H: Cost Proposal Form
- Attachment I: Sample County Contract
- Attachment J: First Source Jobs Ordinance Acknowledgement
- Attachment K: Preferred Employee Tracking Form



## ATTACHMENT A REQUIRED DOCUMENTS CHECKLIST

Responder shall complete and submit the following documents with Responder's proposal. Attachment H, *Cost Proposal Form*, shall be submitted in a separate sealed envelope in accordance with the RFP, Section III.F. All other documents are to be submitted in Responder's Technical Proposal.

Title	Responder's Proposal Page No.
Required Documents Checklist	
Proposal Cover Sheet	
Reference and Release Form (Responder)	
Subcontractor Information Form	
Reference and Release Form (Subcontractor)	
LSBE/MBE/WBE Opportunity Tracking Form (Exhibits A-B)	
Responder Affidavit	
Cost Proposal Form	SEPARATE SEALED ENVELOPE
First Source Jobs Ordinance Acknowledgement	
Preferred Employee Tracking Form	
Business License	
Contract Exceptions (if any)	

**ATTACHMENT B  
PROPOSAL COVER SHEET**

**RFP NO. 15-500339 FOR FACILITIES ASSESSMENT AND  
MASTER PLANNING SERVICES**

**NOTE:** Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for <b>15-500339 for Facilities Assessment and Master Planning Services</b> described herein will be received in the Purchasing &amp; Contracting Department, Room 2<sup>nd</sup> Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on February 27, 2015 until <u>3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p><b>CAUTION:</b> The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Responder with the authority to bind Responder to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

**ATTACHMENT C**  
**REFERENCE AND RELEASE FORM (RESPONDER)**  
**RFP NO. 15-500339 FOR FACILITIES ASSESSMENT AND**  
**MASTER PLANNING SERVICES**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

**REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this RFP.

Signed \_\_\_\_\_ Title \_\_\_\_\_  
 (Authorized Signature of Responder)

COMPANY NAME \_\_\_\_\_ DATE \_\_\_\_\_

## ATTACHMENT D

### SUBCONTRACTOR INFORMATION FORM

The Responder shall identify all proposed subcontractors who will be performing work under the proposed Contract. The Responder certifies that the following individuals, firms or businesses will be hired or awarded subcontracts for the indicated portions of the Work in the event that the Responder is awarded the Contract.

**Please list all proposed Subcontractors below:**

1. TYPE OF WORK: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street Address City State Zip

2. TYPE OF WORK: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street Address City State Zip

3. TYPE OF WORK: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street Address City State Zip

4. TYPE OF WORK: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street Address City State Zip

**ATTACHMENT E  
REFERENCE AND RELEASE FORM (SUBCONTRACTOR)  
RFP NO. 15-500339 FOR FACILITIES ASSESSMENT AND  
MASTER PLANNING SERVICES**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

**REFERENCE CHECK RELEASE STATEMENT**

You are authorized to contact the references provided above for purposes of this RFP.

Signed \_\_\_\_\_ Title \_\_\_\_\_

(Authorized Signature of Responder)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

## ATTACHMENT F

### LSBE/MBE/WBE OPPORTUNITY TRACKING FORM WITH EXHIBITS A THROUGH D

#### SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the Local Small Business Enterprise Ordinance.

#### PROVISIONS OF LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Amount of LSBE Participation Required
20% of Total Award

	Request For Proposal (RFP)	Invitations To Bid (ITB)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Percentage Points	Ten (10) Percent Preference
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Percentage Points	Five (5) Percent Preference

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) percentage points in the initial evaluation of their response to any Request for Proposal and a ten (10) percent preference on all responses to any Invitation to Bid. Certified LSBEs located outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) percentage points in the initial evaluation of their response to any Request for Proposal and a five (5) percent preference on all responses to any Invitation to Bid.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/responder has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as Exhibit "A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the bid or proposal documents and included with Exhibit "A". The certified vendor list compiled by the Contract Compliance Division, Purchasing and Contracting Department, DeKalb County Government establishes the

group of Certified LSBE's from which the bidder/responder must solicit subcontractors for LSBE participation.

Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit A." Failure to achieve the LSBE benchmark or demonstrate good faith efforts may result in a bid or proposal being rejected. The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to complete and submit the notarized Schedule of LSBE Participation will result in a bid or proposal being rejected.

Upon award, Prime Contractors are required to submit a report detailing LSBE/Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors are also required to certify that all sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation may constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must submit a detailed report of their sub-contracting activity for each County contract they participate in. Sample Report Forms are attached as Exhibit C.

For eligible bids over \$5,000,000.00, The Director of Purchasing and Contracting or designee will determine if the Mentor-Protégé provision of the Ordinance will apply.

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). To achieve this purpose, the County would like to track and record information about participating vendors. The attached "Exhibit A," also records who performs work and renders services to the County. Contractors are requested to indicate whether they are a LSBE, MBE or WBE and list the level of participation by subcontractors designated as such on each solicitation.

**“EXHIBIT A”**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION  
MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

As specified, Bidders and Responders are to present the details of LSBE, MBE AND WBE participation below:

PRIME BIDDER/RESPONDER \_\_\_\_\_ SOLICITATION NUMBER: RFP No. 15-500339

TITLE OF UNIT OF WORK – Implementation Services for Oracle Advanced Procurement Suite

1. My firm, as the prime bidder/responder on this unit of work, is a certified (check all that apply):  
\_\_\_\_LSBE-DeKalb      \_\_\_\_LSBE-MSA                      \_\_\_\_MBE                      \_\_\_\_ WBE.
2. If you are a Certified LSBE, MBE or WBE, please indicate below the portion of work (including the percentage of the amount bid/proposal) that your firm will carry out directly:  
\_\_\_\_\_.
3. If the prime bidder/responder is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LSBE, MBE or WBE joint venture firm.  
\_\_\_\_\_  
\_\_\_\_\_
4. List the LSBE, MBE, and/or WBE subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon dollar value. A Letter of Intent form is attached hereto as Exhibit “B”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	



Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Please attach additional pages, if necessary.

**DEKALB COUNTY**  
**CHECKLIST FOR GOOD FAITH EFFORTS**

A bidder/responder that does not meet the County's LSBE participation benchmark is required to demonstrate that it made "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Advertisement for solicitation of Local Small Business Enterprises in general circulation media, trade association publications, and minority-focus media, to provide notice of sub-contracting opportunities.
2.			Advertisement in general circulation media at least seven (7) calendar days prior to bid or proposal opening any and all sub-contractor opportunities. Proof of advertisement must be submitted with the bid or proposal.
3.			Provided interested LSBEs with timely, adequate information about the plans, specification, and other such requirements of the contract to facilitate their quotation and conducted follow up to initial solicitations.
4.			Provided written notice to LSBEs that their interest in sub-contracting opportunities or furnishing supplies is solicited. Provide a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort and the amount of the quoted price if one was obtained.
5.			Efforts were made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/responder to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
6.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where

			feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
7.			Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of LSBEs.
8.			Communication with the Contract Compliance Division seeking assistance in identifying available LSBEs.
9.			Explored Joint venture opportunities.
10.			Other Actions (specify):

Please explain all “no” answers above (by number):

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This list is a guideline and by no means exhaustive. The County will review these efforts, along with other documents, to assess the bidder/responder’s efforts to meet the County’s LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department, Contract Compliance Division at 404-371-4795. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Contracting Department, Contract Compliance Division is available on our website at <http://www.dekalbcountyga.gov/>.

**DEKALB COUNTY LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF  
PARTICIPATION  
MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

**Bidder/Responder Statement of Compliance**

Bidder(s)/Responder(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Responder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

**1. Non-Discrimination Policy**

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
  - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
  - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
  - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
  - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

**2. Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the

bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the County. The undersigned understands and agrees that if any of the statements and representations are made by the Responder knowing them to be false, or if there is a failure of the successful Responder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

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Firm's Officer:

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(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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Notary Public

My Commission

Expires: \_\_\_\_\_

**“EXHIBIT B”**  
**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR**  
**PROVIDING MATERIALS OR SERVICES**

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Please be advised that LSBEs cannot be removed from a project without pre-approval from Contract Compliance.
3. Executed contracts between the Prime and LSBEs must be submitted with the bid documents. Such contracts shall include a statement that the contract will become effective only upon approval of the contract between the County and the Prime.

**To:** \_\_\_\_\_  
(Name of Prime Contractor Firm)

**From:** \_\_\_\_\_ ☐ **LSBE –DeKalb** ☐ **LSBE –MSA** ☐ **MBE** ☐ **WBE**  
(Name of Subcontractor Firm) (\*Check all that apply)

**RFP Number:** 15-500339

**Project Name:** Facilities Assessment and Master Planning Services

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project Commence Date	% of Contract Award

**Prime Contractor**

**Sub-contractor**

**Signature:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_



### PRIME CONTRACTOR LSBE UTILIZATION REPORT

Please complete a separate form for each contract.

This report **must** be submitted with each request for payment, and not less than monthly, along with a copy of your monthly invoice (schedule of values/payment application) to the Contract Compliance Division. Failure to comply **may** result in the County commencing proceedings and/or pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by DeKalb County.

PRIME CONTRACTOR		Contract Award Amount	Complete to Date
Name:			
Address:			
Telephone #:		Fax #	Email

REPORTING PERIOD: (From - To)	
PROJECT NAME:	
ITB/RFP NUMBER:	
CONTRACT NUMBER:	
PROJECT LOCATION:	

ANY CHANGE ORDER AMOUNTS AFFECTING SUB-CONTRACTOR UTILIZATION: \$  
 AMOUNT OF RETENTION THIS PERIOD: \$  
 TOTAL AMOUNT RETENTIONED TO DATE: \$  
 SUB-CONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Amount of Sub-Contract	Amount Paid This Period	Amount Paid To Date

Executed By: \_\_\_\_\_  
(Signature)

(Printed Name)

Date: \_\_\_\_\_

Return Completed Form to:  
 Contract Compliance Division, DeKalb County Purchasing and Contracting  
 1300 Commerce Drive 2<sup>nd</sup> Floor, Decatur, Georgia 30030  
 404-371-4795(phone) 404-371-2511 (fax)



### LSBE SUB-CONTRACTOR REPORT

Please complete a separate form for each contract.

This report **must** be submitted by the 10<sup>th</sup> of each month, along with a copy of your monthly invoice and copies of any checks/payments to the Contract Compliance Division. Failure to comply **may** result in de-certification and the denial of participation in any future contracts awarded by DeKalb County.

SUB - CONTRACTOR		Sub-Contract Award Amount	% Completed to Date
Name:			
Address:			
Telephone #:		Fax#	Email

PRIME CONTRACTOR:	
CONTRACT NUMBER:	
ITB/RFP NUMBER:	
PROJECT LOCATION:	

ANY CHANGE IN AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: \$

Date of Work	Description of Work	Current Amount Invoiced	Amount Paid To Date	Outstanding Payments/Past Due Amount
TOTALS				

Return Completed Form to:  
Contract Compliance Division, DeKalb County Purchasing and Contracting  
1300 Commerce Drive 2<sup>nd</sup> Floor, Decatur, Georgia 30030  
404-371-4795(phone) 404-371-2511 (fax)



**ATTACHMENT G**  
**RFP No. 15-500339**  
**RESPONDER AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

\_\_\_\_\_  
Responder's Name

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent of Responder

\_\_\_\_\_  
Identification Number

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Address (\*do not include a post office box)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ATTACHMENT H**  
**COST PROPOSAL FORM**  
(consisting of 2 pages)

**RFP NO. 15-500339 FOR FACILITIES ASSESSMENT AND  
MASTER PLANNING SERVICES**

Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposal No. 15-500339 Facilities Assessment and Master Planning Services" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person Submitting Proposal:\_\_\_\_\_

Title of Contact Person:\_\_\_\_\_

Telephone Number:\_\_\_\_\_

Fax Number:\_\_\_\_\_

E-mail Address:\_\_\_\_\_

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Title of Contact Person

## COST PROPOSAL FORM

**Responder:** Provide Cost(s) for the following:

### A. Facilities Assessment Services

State a FIRM PRICE for all things necessary to conduct the Facilities Assessment for DeKalb County Government facilities:

$$4,900,000X = Y$$

Cost Item Description	<b>X</b> Proposed Cost (\$/ft <sup>2</sup> )	<b>Y</b> Total Evaluation Cost (Use the formula above to calculate the Total Evaluation Cost)
Facilities Assessment	\$	\$

4,900,000 ft<sup>2</sup> is an approximate square footage given for evaluation purposes only. Actual County building area will vary.

### B. Facilities Master Planning Services

State a FIRM PRICE for all things necessary to conduct each Facilities Master Planning Cost Item for DeKalb County Government:

Cost Item Description	Proposed Cost for Scope of Work
Space Utilization Plan & Deliverables	\$
Space Ownership and Leasing Plan & Deliverables	\$
Facility Identification and Project Prioritization Plan & Deliverables	\$
Building Consolidation and Overall Space Reduction Plan & Deliverables	\$

**ATTACHMENT I**

**SAMPLE COUNTY CONTRACT (WITH FEDERAL WORK AUTHORIZATION  
PROGRAM CONTRACTOR AND SUBCONTRACTOR EVIDENCE OF COMPLIANCE  
FORMS)**

# **AGREEMENT FOR PROFESSIONAL SERVICES**

## **DEKALB COUNTY, GEORGIA**

### **PROJECT NO. 15-500339**

THIS AGREEMENT made as of this \_\_\_\_day of \_\_\_\_, 20\_\_\_\_, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, with offices in \_\_\_\_\_ County, \_\_\_\_\_ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide a facilities assessment and master planning services for DeKalb County, Georgia..

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

#### **ARTICLE I. CONTRACT TIME**

The Contractor shall fully complete the Work within one hundred eighty (180) calendar days from and including the execution date. The Work shall be completed on or before \_\_\_\_\_. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.

#### **ARTICLE II. CONTRACT TERM**

As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2015, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

### ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The County’s Chief Executive Officer or his/her designee shall have authority to approve all change orders to contracts up to an absolute value of 20% of the original contract, provided the total change order amount is less than \$100,000.00. If the original contract or purchase order price does not exceed \$100,000.00, but the Change Order will make the total price of the contract exceed \$100,000.00, then the change order requires approval by official action of the Governing Authority. Change Orders to contracts that did not require official action of the Governing Authority upon the original execution thereof and which amend the scope of work, term, time, and/or total cost not exceeding \$100,000 may be approved by the Chief Executive Officer or his designees in the same manner as the original contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of \_\_\_\_\_ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

A. Original invoice(s) must be submitted to:

DeKalb County, Georgia  
Accounting Services  
1300 Commerce Drive, 3<sup>rd</sup> floor  
Decatur, Georgia 30030

B. A copy of the invoice(s) must be submitted to:

DeKalb County Infrastructure Group – Project Management Group  
Attention: Deputy Director  
330 W. Ponce De Leon Avenue, 4<sup>th</sup> Floor  
Decatur, GA 30030

C. A copy of the invoice(s) must be submitted with completed Prime Contractor LSBE (Local Small Business Enterprise) Utilization Report and LSBE Sub-Contractor Report to:

Contract Compliance Division  
DeKalb County Purchasing & Contracting  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

#### **ARTICLE IV. SCOPE OF WORK**

The Contractor agrees to provide services in accordance with the County's Request for Proposal (RFP) No. 15-500339 for *Facilities Assessment and Master Planning Services*, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County.

#### **ARTICLE V. GENERAL CONDITIONS**

**A. Accuracy of Work.** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

**B. Additional Work.** The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

**C. Ownership of Documents.** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the

County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

**D. Successors and Assigns.** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

**E. Reviews and Acceptance.** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

**F. Termination of Agreement.** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

**G. Indemnification Agreement.** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any



damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

**H. Insurance.** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms

acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
  - a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
  - b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
  - c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
  - d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$500,000;
  - e) Umbrella or Excess Insurance is acceptable to meet the minimum limits whenever there is an insurer licensed to do business in Georgia which is providing at least the first \$100,000 of primary coverage; and
2. Certificates of Insurance must be executed in accordance with the following provisions:
  - a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
  - b) Certificates to contain the location and operations to which the insurance applies;
  - c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
  - d) Certificates to contain Contractor's contractual liability insurance coverage;
  - e) Certificates are to be **issued** to:

**DeKalb County, Georgia  
Director of Purchasing & Contracting  
The Maloof Center, 2<sup>nd</sup> Floor  
1300 Commerce Drive  
Decatur, Georgia 30030**

3. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
4. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
5. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage.
6. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
7. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
8. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

**I. Georgia Laws Govern.** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

**J. Venue.** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

**K. Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization.** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

**L. County Representative.** The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

**M. Contractor's Status.** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall

be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

**N. Georgia Open Records Act.** Contractor will be expected to comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

**O. First Source Jobs Ordinance.** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. For information regarding the First Source Jobs Ordinance, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 774 Jordan Lane, Building #4, Decatur, GA 30033.

**P. Business License.** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

**Q. Sole Agreement.** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

**R. Attachments and Appendices.** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment 1, Contractor's Cost

Proposal Form; Attachment 2, Contractor's Affidavit; Attachment 3, Subcontractor's Affidavit(s); Attachment 4, Sub-subcontractor's Affidavit(s); Attachment 5, Certificate of Corporate Authority or Joint Venture Certificate; and Attachment 6, Executive Order 2014-4, Ethics Rules.

**S. Severability.** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

**T. Notices.** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

**If to the County:**

Chief Executive Officer  
The Maloof Center  
1300 Commerce Drive, 6th Floor  
Decatur, Georgia 30030

and

Executive Assistant  
The Maloof Center  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, Georgia 30030

With a copy to: Director of the Department of Purchasing and Contracting  
The Maloof Center  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

With a copy to: DeKalb County Infrastructure Group – Project Management  
Office  
The Clark Harrison Building  
330 West Ponce de Leon Avenue, 4<sup>th</sup> Floor  
Decatur, Georgia 30030

**If to the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**U. Counterparts.** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

**V. Controlling Provisions.** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

**[SIGNATURES CONTINUE ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_(SEAL)

Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Department Deputy Director

\_\_\_\_\_  
Morris Williams

\_\_\_\_\_  
Deputy COO, Infrastructure

\_\_\_\_\_  
**by Dir.**(SEAL)

LEE MAY

Interim Chief Executive Officer

DeKalb County, Georgia

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
BARBARA H. SANDERS, CMC  
Clerk of the Chief Executive Officer and  
Board of Commissioners of  
DeKalb County, Georgia

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
County Attorney Name (Typed or Printed)



**ATTACHMENT 1**

**Contractor's Cost Proposal**

## **APPENDIX I**

“Excerpts from the Contractor’s  
Response to the County’s Request  
for Proposal (RFP) No. 15-500339”

## **APPENDIX II**

## ATTACHMENT 2

### Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

Facilities Assessment and Master Planning Services

Name of Project

DeKalb County, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_

### ATTACHMENT 3

#### Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_(insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

#### Facilities Assessment and Master Planning Services

Name of Project

#### DeKalb County, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

## ATTACHMENT 4

### Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor  
Facilities Assessment and Master Planning Services  
Name of Project

DeKalb County, Georgia  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

## ATTACHMENT 5

### CERTIFICATE OF CORPORATE RESOLUTION

I, \_\_\_\_\_, certify the following:

That I am the duly elected and authorized Secretary of \_\_\_\_\_ (hereinafter referred to as the “\_\_\_\_\_”), an \_\_\_\_\_ organized and incorporated to do business under the laws of the State of \_\_\_\_\_;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

Facilities Assessment and Master Planning Services;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(CORPORATE  
SEAL)

\_\_\_\_\_  
(Secretary)

# Attachment 6



## Office of Interim Chief Executive Officer

DeKalb County, Georgia

**Lee N. May**  
Interim CEO

### **Executive Order No. 2014-4 New Ethics Policy**

**WHEREAS**, the citizens of DeKalb County, Georgia are entitled to have complete confidence and the highest degree of trust in their County government; and

**WHEREAS**, ethical conduct is a key ingredient to sustaining trust with DeKalb County, Georgia residents; and

**WHEREAS**, the Organizational Act and Code of DeKalb County include rules to ensure ethical conduct by officials and employees; and

**WHEREAS**, reminding employees of the existing ethical rules and management's need to monitor employee's compliance with those rules shall help to ensure that government conducts itself in an open, honest, and fair manner; and

**WHEREAS**, training employees annually of the existing ethical rules shall further help to ensure that government continues to conduct itself in an open, honest, and fair manner; and

**WHEREAS**, the Interim Chief Executive Officer of DeKalb County is charged with the responsibility of ensuring that the County employees serve the best interests of the public at all times; and

**WHEREAS**, the Interim Chief Executive Officer of DeKalb County believes it is in the best interests of the citizens of DeKalb County to prevent fraud and abuse of office in government;

**NOW THEREFORE**, I, Lee N. May, Interim Chief Executive Officer of DeKalb County, by virtue of the authority vested in me, do hereby issue the following Executive Order:

June 24, 2014



## **Section 1: Scope of this Order and Reminder of Existing Rules**

This Executive Order applies to all merit-exempt and merit employees subject to the supervisory and administrative control of the Chief Executive Officer (hereinafter referred to as "CEO employees").<sup>1</sup> CEO employees shall adhere to all applicable ethical rules listed in Section 22A of the Organizational Act and the Code of DeKalb County. A copy of Section 22A and the relevant ethics provisions of the Code of DeKalb County referenced by this Executive Order are attached. Violations of these Rules shall not be tolerated.

CEO employees shall adhere to the ethical rules listed in Organizational Act, Section 22A, and the Code of DeKalb County applicable to them. All merit-exempt CEO employees shall comply with the Organizational Act, Section 22A, which includes, but is not limited to the Conflicts of Interest provisions in sections 22A(c)(1), (c)(5), (c)(6), and (e); the Gifts and Gratuities provisions governed by section 22A(c)(2)(a.); Disclosure of Confidential Information covered by section 22A(c)(3); and the Disclosure of Interests provisions of section 22A(d).

All CEO employees in departments under the merit system, as provided in Chapter 20 of the Code of DeKalb County shall comply with that chapter which includes, but is not limited to the ethics rules of Section 20-20, Conflicts of Interest and Section 20-20.1 regarding Financial Disclosure Reports.

## **Section 2: New Ethical Rules for CEO Merit-Exempt Employees**

In addition to the existing ethical rules identified above, all CEO merit-exempt employees shall adhere to the following rules governing each specific area listed below. While Section 20-20 of the Code of DeKalb County contains specific monetary limits for merit employees, the Organizational Act does not contain such specific limits. These new rules are designed to impose specific monetary limits on merit-exempt employees. To the extent that any rule in this Executive Order conflicts with Section 22A of the Organizational Act or applicable provisions of the Code of DeKalb County, the Organizational Act and the applicable provisions of the Code of DeKalb County shall apply. To the extent any rule below is stricter than Section 22A of the Organizational Act and the applicable provisions of the Code of DeKalb County, the stricter rules below shall govern.

1. *Gifts.* A CEO merit-exempt employee may accept gifts<sup>2</sup> from an Interested Source<sup>3</sup>, having an aggregate market value of forty dollars (\$40.00) or less per Interested Source

<sup>1</sup>This Executive Order cannot and does not apply to employees of the Board of Commissioners and deputies and employees of other elected officers of DeKalb County. This Executive Order does not apply to campaign contributions, donations and any activities a person conducts during the course of seeking nomination or election to any public office as those activities and campaign contributions and donations are regulated by applicable state and federal law.

<sup>2</sup> "Gift" includes any gratuity, favor, discount, entertainment, trip, hospitality, loan, forbearance or other item having monetary value. It includes services as well as gifts, of training, transportation, travel, lodging, meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred. A gift does not include: modest items of prepared food and refreshments such as soft drinks, or coffee or donuts other than as part of a meal; loans from banks or other financial institution on terms generally available to the public; social invitations from persons or entities other than Interested Sources.

per occasion, provided that the aggregate market value of individual gifts received from any single Interested Source shall not exceed one hundred twenty dollars (\$120.00) in a calendar year, except in the following circumstances, which are exceptions to this rule:

- a. *Meals.* CEO merit-exempt employees are allowed to accept reasonable meals and refreshments from an Interested Source furnished in connection with participation at a public, civic, charitable, or non-profit ceremony, event, convention, or conference.
- b. *Travel.* CEO merit-exempt employees may accept "reasonable hosting expenses" from Interested Sources for travel, meals, lodging, and conference fees provided in connection with (1) teaching, (2) a speaking engagement, (3) participation on a professional or civic panel, or (4) attendance at a conference in an official capacity. CEO merit-exempt employees may accept travel from other non-County sources for any official purpose, provided that they disclose the travel payments made or reimbursements received on a Travel Disclosure Report filed with either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. CEO merit-exempt employees may accept travel reimbursements from a County contractor for training if it is part of the County's contract or falls within the exception for gifts of travel to the County.
- c. *Tickets.* CEO merit-exempt employees may accept tickets to concerts, plays, athletic or other entertainment events from an Interested Source only when performing an official duty at the event.
- d. *Honoraria.* CEO merit-exempt employees may not accept personal honoraria from an Interested Source.
- e. *Awards, other exceptions.* CEO merit-exempt employees may accept awards, plaques, certificates, mementos, novelties, or similar items given in recognition of public service; nominal gifts from representatives of other governments; gifts from family members; and gifts accepted on behalf of the County.

### **Section 3: Chief Executive Officer**

As Chief Executive Officer, I am governed by the ethical rules in the Organizational Act of DeKalb County. As such, those rules do not contain specific monetary limits on gifts, and I believe it is important that I set an example for the employees who are under my supervisory and administrative control. As a result, I am choosing to be governed by the ethical rules governing gifts stated in Section 2 of this Executive Order, and I will abide by the rules in Section 2 of this

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<sup>3</sup> "Interested Source" means any person or entity who: (a) is seeking official action by the employee or the employee's department; (b) does business or seeks to do business with the county or the employee's department; (c) conducts activities regulated by the employee or the employee's department; (d) has interests that may be substantially affected by performance or nonperformance of the employee's official duties; or (e) is an organization having a majority of its members as described in paragraphs (a) through (d).



Order, in addition to all other applicable provisions and exceptions of this Executive Order, and local and state ethical rules and law.

#### **Section 4: Training**

All CEO employees shall comply with these ethical rules and shall receive annual ethics training regarding these rules. Additionally, every CEO employee shall receive a copy of these ethical rules, shall be required to read the rules and sign a form acknowledging his/her obligation to comply with the ethical rules and the potential penalties for failing to do so. Those penalties may include civil action, criminal prosecution, and/or disciplinary action, up to and including termination of employment.

#### **Section 5: Contractors and CEO-sponsored events**

1. *Contractors.* To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules in this Executive Order allow a gift, meal, travel expense, ticket or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Additionally, every contractor who conducts business with the County will receive a copy of these ethical rules at the time of execution of the contract.
2. *CEO-sponsored events.* No violation of Section 2 of this Executive Order has occurred for any solicited sponsorship<sup>4</sup> from an Interested Source for official events, functions, luncheons, breakfasts, or meetings to honor employees, or further or discuss an official policy or other related County issue of concern to the Chief Executive Officer, so long as within 30 days of the event the Interested Source and/or the Chief Executive Officer discloses in writing to either the Chief Integrity Officer, if created, or the Finance Director or his/her designee, the exact nature and value of each solicited sponsorship. No solicited sponsorship(s) received from any single Interested Source shall exceed ten thousand dollars (\$10,000.00) in a calendar year.

#### **Section 6: Support of the Ethics Board of DeKalb County**

I am recommending a midyear budget adjustment to fund the creation of a full-time Chief Integrity Officer ("Integrity Officer"), investigator, and administrative assistant to serve the Ethics Board of DeKalb County ("Ethics Board"). If these additional positions are funded their exact duties will be determined by the Ethics Board. I recommend the Integrity Officer perform the following duties and functions:

1. Educating and training all County elected officials, employees and County officials to have an awareness and understanding of the mandate for and

<sup>4</sup> A "solicited sponsorship" means a sponsorship that would not have been offered or given had the County employee or official not held the status, authority or duties associated with his/her County position.

- enforcement of ethical conduct and advising of the provisions of the code of ethics of the County;
2. Meeting with and supporting the Ethics Board as necessary;
  3. Advising County elected officials, employees and County officials regarding disclosure statements and reviewing same to ensure full and complete financial reporting;
  4. Urging compliance with the code of ethics by calling to the attention of the Ethics Board any failure to comply or any issues, including the furnishing of false or misleading information, that the Integrity Officer believes should be investigated by the Ethics Board of so that the Board may take such action as it deems appropriate;
  5. Monitoring, valuating and acting upon information obtained from an "ethics hotline" which shall be a County telephone number for the receipt of information about ethical violations. Each complaint, as of the time it is reported, whether by telephone or otherwise, shall be deemed to be a separate pending investigation of a complaint against a public officer or employee as provided by the Georgia Open Records Act;
  6. Notifying the subject of a report of any alleged violation of the ethics code, whether the report is anonymous, made by an identified individual or is written. Such notice shall be given in writing, by facsimile or hand delivery, to the subject of the complaint at the same time and in the same form that any disclosure of information is required by the Georgia Open Records Act;
  7. Notifying the Ethics Board of any report of an alleged violation of the ethics code received by the Integrity Officer;
  8. Reporting, as appropriate, suspected ethical violations to the Ethics Board;
  9. Reporting, as appropriate, suspected criminal violations to state or federal law enforcement agencies; and
  10. Filing with the Ethics Board, the Chief Executive Officer and the Board of Commissioners each January a written report describing the activities of the Integrity Officer in carrying out the goals of his or her office and the code of ethics and reporting on the ethical health of the County.

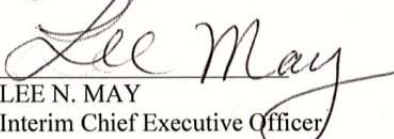
### **Section 7: Comprehensive and Updated Ethical Rules**

While it is understood that amendment to the Code of Ethics in Section 22A of the Organizational Act requires action by the Georgia General Assembly, the newly instituted Government Operations Task Force also is reviewing the ethical standards for County employees and elected officials and will make recommendations for improved rules, if necessary. If and when such recommendations are received, the County Attorney and Executive Assistant are directed to consider such recommendations and to determine if the ethical rules governing DeKalb County need updating or revision. If revisions by the General Assembly are necessary, the County Attorney and Executive Assistant are directed to have such revisions ready to be included in the County's 2015 legislative package. If after such review, the ordinances of DeKalb County also need revision and updating, the Executive Assistant and County Attorney are directed to simultaneously submit such an ordinance to the Chief Executive Officer and each member of the Board of Commissioners for review and possible adoption.

**Section 8: Compliance and Effective Date**

All CEO employees are hereby directed to comply with the terms of this Executive Order. This Executive Order shall take effect immediately upon signature and publication

SO ORDERED this 25<sup>th</sup> OF June, 2014.

  
LEE N. MAY  
Interim Chief Executive Officer

ATTEST:

  
BARBARA H. SANDERS, CCC  
Clerk to the Chief Executive Officer  
and Board of Commissioners

This Executive Order shall remain in the custody of the County Clerk. Certified copies are available upon request.



## ATTACHMENT J



**DeKalb Workforce Development**  
*Where Workforce Comes Together*

### First Source Jobs Ordinance Acknowledgement

Contract No. \_\_\_\_\_

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

#### CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

\_\_\_\_\_  
Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? \_\_\_\_\_
2. How many incumbents/existing employees will retain jobs due to this contract?  
DeKalb Residents: \_\_\_\_\_ Non-DeKalb Residents: \_\_\_\_\_

Please return this form to Workforce Development, fax (404) 687-4099 or email to [dekalbworkforce@dekalbcountyga.gov](mailto:dekalbworkforce@dekalbcountyga.gov).



◆ (404) 687-3400 ◆ [www.dekalbworkforce.org](http://www.dekalbworkforce.org)  
DeKalb Workforce Development is a 501(c) 3 non - profit organization  
An Equal Opportunity Employer/Program

**ATTACHMENT K**

**RFP No. 15-500339**

**PREFERRED EMPLOYEE TRACKING FORM**

Name of Responder: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Do you anticipate hiring from the Workforce Development Preferred Employee Candidate Registry: Yes or No (*Circle which applies.*)

If so, approximate number of employees you anticipate hiring: \_\_\_\_\_

Type of Employee(s) or Position(s) you anticipate hiring:	The # you anticipate hiring: